

Puente Valley RI/FS Administrative Consent Order

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93-26

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9

In the matter of:

\Acorn Engineering Co.;
\Adams-Campbell Company;
\Aerosol Services Company, Inc.;
\BDP Company/Carrier Corporation;
\Bixby Ranch Company;
\California Hydroforming Co., Inc.;
\California Steel and Tube;
\Calmar, Inc.;
\Cleveland Pneumatic Co.;
\Champion Parts, Inc.;
\Commerce Chemical Company;
\The Dexter Corporation;
\Jack C. Ecoff Family Trust;
\General Investments Company;
← GNB Batteries, Inc. - GNB Battery Technologies;
\Lawrence S. Gray, Jr. and L.S. Gray, Jr. Trust;
\Hexcel Corporation;
\C. Roy Herring;
\Hill Brothers Chemical Company;
\Hydrotech Chemical Corporation;
\Lois A. Kipling;
← Walter K. Lim, Sylvia Lim;
\Howard Lim, and Nancy N. Lim;
\Lansco Die Casting, Inc.
\Lucas Western, Inc.;
\Macklanburg-Duncan Company of California, Inc.;
Maremont Corporation;
MBH Investments;
M-Bro Corp.;
Mugica Family Trust;
Oakite Products, Inc.;
Oltmans Investment Company/ The Hannah Co./
← Moloney Investment Company;
Reuland Electric Co.;
← RREEF West VI, Inc.;

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Scovill, Inc.;
Solo Enterprise Corp.;
Somitex Prints of California, Inc.;
Spectrol Electronics Corporation;
Sunset Fireplace Fixtures Inc.;
C- Textron Inc.;
Trio Metal Stamping;
TRW Inc.;
Utility Trailer Manufacturing Co.

RESPONDENTS

U.S. EPA Docket
No. 93-26

Proceeding Under Sections 104,
106, and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act of 1980, 42 U.S.C.
§§ 9604, 9606, and 9622, as amended
by the Superfund Amendments and
Reauthorization Act of 1986.

ADMINISTRATIVE CONSENT ORDER
FOR AN INTERIM
REMEDIAL INVESTIGATION/FEASIBILITY STUDY
PUENTE VALLLEY OPERABLE UNIT
SAN GABRIEL BASIN
LOS ANGELES COUNTY, CALIFORNIA

Puente Valley RI/FS Administrative Consent Order

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Puente Valley RI/FS Administrative Consent Order

I. AUTHORITY

A. This Consent Order is entered into pursuant to the authority vested in the President of the United States by Sections 104, 106 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986) ("CERCLA"), 42 U.S.C. §§ 104, 106, and 122. The President delegated this authority to the Administrator of the United States Environmental Protection Agency ("EPA" or "Agency") by Executive Order 12580, 52 Fed. Reg. 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by EPA Delegation Nos. 14-8-A and 14-14-C. This authority has been redelegated to the Director, Hazardous Waste Management Division, EPA, Region 9.

B. Acorn Engineering Co.; Adams-Campbell Company; Aerosol Services Company, Inc.; BDP Company/Carrier Corporation; Bixby Ranch Company; California Hydroforming Co., Inc.; California Steel and Tube; Calmar, Inc.; Cleveland Pneumatic Co.; Champion Parts, Inc.; Commerce Chemical Company; The Dexter Corporation; Jack C. Ecoff Family Trust; General Investments Company; GNB Batteries, Inc. - GNB Battery Technologies; Lawrence S. Gray, Jr. and L.S. Gray, Jr. Trust; Hexcel Corporation; C. Roy Herring; Hill Brothers Chemical Company; Hydrotech Chemical Corporation; Lois A. Kipling; Walter K. Lim, Sylvia Lim, Howard Lim, and Nancy

N. Lim; Lansco Die Casting, Inc.; Lucas Western, Inc.; Macklanburg-Duncan Company of California, Inc.; Maremont Corporation; MBH Investments; M-Bro Corp.; Mugica Family Trust; Oakite Products, Inc.; Oltmans Investment Company/ The Hannah Co./ Moloney Investment Company; Reuland Electric Co.; RREEF West VI, Inc.; Scovill, Inc.; Solo Enterprise Corp.; Somitex Prints of California, Inc.; Spectrol Electronics Corporation; Sunset Fireplace Fixtures Inc.; Textron Inc.; Trio Metal Stamping; TRW Inc.; and Utility Trailer Manufacturing Co. ("Respondents") consent to and agree not to contest EPA's jurisdiction to enter into and enforce this Consent Order.

II. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and Respondents are:

A. To conduct the Remedial Investigation ("RI") described in the Remedial Investigation and Feasibility Study Statement of Work ("RI/FS SOW"), a copy of which is attached as Attachment A and by this reference made a part of this Consent Order, in order to determine fully the nature and extent of contamination and the potential for harm to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants, or contaminants at or from the area designated as the Puente Valley Study Area (hereinafter the "Site") for the Puente Valley Operable Unit of the San Gabriel

Valley Superfund sites as shown in Figure 1 of Attachment B. The RI/FS SOW specifies work to be performed during the RI, including, among other things, sediment and water sampling, soil core boring and sampling, monitoring well placement, ground water sampling, and aquifer tests. It also includes a list of reports, documents, and other deliverables that Respondents will provide for EPA review, comment and/or approval.

B. To conduct the Feasibility Study ("FS") described in the RI/FS SOW for evaluating remedial action alternatives to prevent and eliminate the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site.

C. To undertake all actions required by the terms and conditions of this Consent Order in accordance with the provisions of CERCLA and the National Contingency Plan ("NCP"), 40 C.F.R. Part 300 et seq., as amended.

D. To accomplish the above purposes promptly, cost-effectively and without litigation. Nothing in this Consent Order should be construed as an admission of liability. The parties wish to avoid litigation and believe that performance of the tasks set forth below will result in more and better information upon which to base later decisions.

III. FINDINGS OF FACT

A. The San Gabriel Valley of California has been placed on the National Priorities List by EPA for purposes of the CERCLA Superfund program. 40 CFR Part 300 Appendix B. Four (4) areas within the San Gabriel Valley have been separately listed.

B. As of the effective date of this Consent Order, EPA has sent letters of potential liability ("General Notice Letters") notifying 109 entities that they were potentially responsible parties ("PRPs") for actual or threatened releases of hazardous substances at the Site and has requested information pursuant to Section 104(e) of CERCLA.

C. On or about May 26, 1993, EPA sent letters of Special Notice notifying 58 entities, including the Respondents above-named, that under Section 122(e) of CERCLA negotiations with EPA would commence regarding the performance of an RI/FS for the Site. Pursuant to those negotiations undertaken in good faith, and without any admissions of fact or liability, EPA and Respondents have agreed to this Administrative Order on Consent ("Consent Order") and the terms and conditions herein.

E. There may have been releases or threatened releases from each and every of Respondents' facilities.

F. These releases or threatened releases may have impacted or threatened to impact groundwater.

G. Certain such releases or threatened releases have migrated beyond the boundaries of some individual facilities owned or operated by individual respondents.

IV. CONCLUSIONS OF LAW

A. The Site is a "facility" as defined in Section 101 (9) of CERCLA, 42 U.S.C. § 9601 (9).

B. Respondents are "persons" as defined in Section 101 (21) of CERCLA, 42 U.S.C. § 9601 (21).

C. Certain chemicals and their constituents at the Site are "hazardous substances" as defined in Section 101 (14) of CERCLA, 42 U.S.C. § 9601(14).

D. The past, present, and potential migration of hazardous substances from the Site constitutes an actual or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

E. Respondents are potentially responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

V. DETERMINATIONS

A. EPA has determined that:

1. The actual or threatened release of hazardous substances at or from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.

2. The actions required by this Consent Order are necessary to protect the public health, welfare and the environment.

B. Respondents do not admit EPA's Determinations.

Respondents, however, agree not to contest these Determinations in any action or proceeding brought by EPA to enforce this Consent Order.

C. The Respondents agree to undertake all actions required by the terms and conditions of this Order. Solely for purposes of this Order, Respondents consent to and agree not to contest the authority or jurisdiction of the Regional Administrator of EPA Region IX to issue or enforce this Order, and also agree not

to contest the validity or terms of this Order in any action to enforce its provisions.

D. Except as otherwise explicitly provided in this Order, issuance of and entry into this Order, and taking actions under this Order, shall not constitute an admission, adjudication, or waiver of (a) any right or defense of Respondents with respect to any present or future alleged liability for conditions at or near the Site; or (b) any Finding of Fact, Determination or Conclusion of Law either stated in this Order or relating to any present or future liability arising out of conditions at or near the Site. Nothing in this Order shall constitute an admission by Respondents of the Findings of Fact, the Conclusions of Law, or the Determinations made by EPA in this Order, or constitute evidence of any wrongdoing or misconduct or liability to any person on the part of Respondents. Furthermore, the issuance of and entry into this Order and taking actions under this Order shall not be admissible in evidence against the Respondents, nor shall it in any way diminish the availability to Respondents in any judicial or administrative proceeding of any factual or legal defense that would otherwise be available in any judicial or administrative proceeding, other than in a proceeding to enforce this Order.

VI. WORK TO BE PERFORMED

It is hereby AGREED TO AND ORDERED that the following work shall be performed by Respondents:

A. Respondents shall perform the tasks and submit reports contained in the RI/FS SOW (Attachment A). All such work shall

be conducted in accordance with Attachment A, CERCLA, the NCP, and applicable EPA Guidances including, without limitation: ("Guidance on Remedial Investigations Under CERCLA," June, 1985; "Guidance on Feasibility Studies Under CERCLA," June, 1985; and "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," October, 1988 and "Consideration in Ground-Water Remediation at Superfund Sites and RCRA Facilities-Update," OSWER 9283.1-06, May 27, 1992 . EPA will prepare the Endangerment Assessment ("EA") portion of the FS pursuant to EPA Guidances. Deliverables to be submitted by Respondents are listed below. This list includes the type of review that EPA will conduct (either "Review and Comment" or "Review and Approve"). Each deliverable should include the items listed with it, as well as items described in the RI/FS SOW. These specifics are meant as a framework for each deliverable's content. All draft deliverables must contain sufficient information to allow for EPA's detailed technical review and comment. Open discussions between Respondents and EPA will be necessary to assure that deliverables contain sufficient detail. Any reports, plans, specifications, schedules, and attachments required to be submitted to EPA by this Consent Order are, upon approval by EPA, incorporated into this Consent Order. Any non-compliance with such EPA approved reports, plans, specifications, schedules, and attachments shall be considered a violation of this Consent Order. For the purposes of this Consent Order, "day" means calendar day unless otherwise specified in this Consent Order.

1. Deliverables:

- a) Monthly Status Reports - EPA Review and Comment
- (1) A description of progress made during the reporting period.
 - (2) A description of problems resolved during the reporting period.
 - (3) A description of anticipated problems and recommended solutions.
 - (4) A summary of deliverables items submitted to EPA under the Consent Order during the reporting period.
 - (5) A description and explanation of any schedule update(s).
 - (6) A description of activities planned for the next reporting period.
 - (7) A description and explanation of key personnel changes during the reporting period.
 - (8) An explanation of all subcontracting during the reporting period.
 - (9) A list of samples submitted to chemical laboratories, including those for which analyses have been returned, and those for which analyses have not been returned during the reporting period.
 - (10) Results of all sampling and/or tests or other technical data generated by Respondents or on Respondents' behalf during the previous month.

(11) An explanation of the percent of work required by the RI/FS completed by task.

b) RI/FS Work Plan

Draft: EPA Review and Comment

Final: EPA Review and Approval

c) Project Management Plan

Draft: EPA Review and Comment

Final: EPA Review and Approval

d) Data Management Plan

Draft: EPA Review and Comment

Final: EPA Review and Comment

e) Sampling and Analysis Plan

Draft: EPA Review and Comment

Final: EPA Review and Approval

f) Health and Safety Plan

EPA Review and Comment

g) Summary Feasibility Study

Draft: EPA Review and Comment

Final: EPA Review and Approval

h) RI Technical Memoranda

Draft: EPA Review and Comment

Final: EPA Review and Approval

i) RI Report

Draft: EPA Review and Comment

Final: EPA Review and Approval

j) Alternatives Development Technical Memorandum

EPA Review and Comment

k) Alternatives Screening Technical Memorandum

EPA Review and Comment

l) Analysis of Alternatives Technical Memorandum

EPA Review and Comment

m) FS Report

Draft: EPA Review and Comment

Final: EPA Review and Approval

This work shall be consistent with all applicable requirements of CERCLA and the NCP and shall be conducted in accordance with applicable EPA Guidances (as specified above in Paragraph VI.A.) and with the standards, specifications, and schedule contained in the approved RI/FS SOW. If any new or revised EPA Guidances are made subsequent to the signing of this Consent Order, then such new or revised guidances shall be followed to the extent that EPA determines that they are applicable and appropriate to the work pursuant to this Consent Order. The terms of the RI/FS SOW as written and attached hereto may not be altered through Dispute Resolution or otherwise, except as provided by Section XX and Subsection D of this Section, but disagreements over interpretation of any of its terms may be submitted to Dispute Resolution.

B. EPA shall, as indicated above, review, comment upon, and approve or disapprove each report, document or other deliverable. Within the time period scheduled for review of Respondents' submittals, EPA shall notify Respondents in writing of EPA's approval, disapproval and comments or if additional review time is required. In the event of any disapproval, EPA

shall specify the reasons for such disapproval and shall recommend modifications.

1. Within 30 days, or more if needed, of receipt of Respondents' submittals pursuant to subparagraphs b, c, d, e, f, g, i and m, EPA shall submit to Respondents its comments. Respondents shall submit their final deliverable pursuant to Subparagraphs b, c, d, and e, incorporating EPA's comments or fully addressing the concerns expressed in EPA's comments, within 15 days of receiving EPA's comments. Respondents shall submit their final deliverable pursuant to Subparagraphs i and m, incorporating EPA's comments or fully addressing the concerns expressed in EPA's comments, within 21 days of receiving EPA's comments. If EPA has not approved or disapproved the final deliverables listed in Subparagraphs i and m within 120 days after submission, Respondents may invoke Dispute Resolution (Section XI).

2. Within 21 days, or more if needed, of receipt of Respondents' submittals pursuant to subparagraphs h, j, k and l, EPA shall submit to Respondents its comments. Respondents shall submit their final deliverables incorporating EPA's comments or fully addressing the concerns expressed in EPA's comments within 15 days of receiving EPA's comments.

3. Respondents may begin Dispute Resolution (Section XI) procedures, if appropriate, after it receives EPA's approval or disapproval of the amended deliverable.

4. Respondents' deadlines will be extended for an amount equal to any extra time needed by EPA beyond the time specified above to review and comment on the above deliverables.

C. In the event of unanticipated or relevant changed circumstances at the Site, Respondents shall notify the EPA Project Coordinator by telephone within 24 hours of the discovery of the unanticipated or relevant changed circumstances.

D. If EPA determines that additional tasks necessary for conducting the RI/FS, including, but not limited to, remedial investigatory work and engineering evaluation, are necessary to achieve the goals of the RI/FS SOW, Respondents agree to implement such tasks. The additional tasks shall be completed in accordance with the same standards, specifications and requirements of other tasks pursuant to the Consent Order. Any such additional tasks shall be determined by EPA no later than EPA approval of the RI/FS unless such additional tasks are necessitated by public comments received on the Proposed Plan addressing the RI/FS. In the event such additional tasks necessitated by public comments are required, EPA shall determine such tasks prior to the issuance of a Record of Decision on the Proposed Plan and RI/FS. Any EPA determination of additional tasks under this Subsection shall include, after consultation with the Respondents, a reasonable schedule for completion and appropriate extensions of time for completing related or dependent tasks.

E. All documents, including progress and technical reports, approvals, disapprovals, and other correspondence to be

submitted pursuant to this Consent Order, shall be sent to the following addressees or to such other addresses as the parties hereafter may designate in writing, and shall be deemed submitted on the date received by EPA or Respondents.

- 1) Documents to be submitted to EPA shall be sent to:

Phillip Ramsey
Remedial Project Manager (H-6-5)
Hazardous Waste Management Division
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2258

Copies shall be sent to:

- 1) Mr. Hank Yacoub
Los Angeles Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, CA 91754
- 2) Mr. Mike Sorenson
California Department of Toxic Substances Control
P.O. Box 942732
Sacramento, CA 94234
- 3) Mr. Jonathan Harris
CH₂M Hill
2510 Red Hill, Suite A
Santa Ana, CA 92705

Documents to be submitted to Respondents shall be sent to a designee named by Respondents within five (5) days after the effective date of this Consent Order.

F. All response work performed pursuant to this Consent Order shall be under the direction and supervision of a qualified professional engineer or a certified geologist with expertise in hazardous waste site investigation. At least 30 days prior to initiation of site work, Respondents shall notify EPA in writing of the name, title, and qualifications of such engineer or

geologist and of any contractors and/or subcontractors to be used in carrying out the terms of this Consent Order. The qualifications of the persons undertaking the work for Respondents shall be subject to EPA's review, for verification that such persons meet the minimum technical background and experience. If EPA disapproves of the technical qualifications of any persons(s), Respondents shall notify EPA within 30 days of the written notice, of the identity and qualifications of the replacement(s). If EPA subsequently disapproves of the replacement(s), EPA reserves its right under CERCLA and the NCP to conduct a complete RI/FS, and to seek reimbursement for costs from Respondents.

VII. DESIGNATED PROJECT COORDINATORS

A. EPA has designated Phillip Ramsey as its Project Coordinator for overseeing implementation of this Consent Order. Mr. Ramsey shall have the authorities, duties, and responsibilities vested in the Remedial Project Manager by the National Contingency Plan. Respondents shall also designate a Project Coordinator who shall be responsible for overseeing the implementation of this Consent Order. The EPA Project Coordinator will be EPA's designated representative at the Site. To the maximum extent possible, all oral communications between Respondents and EPA concerning the activities performed pursuant to this Order shall be directed through the Project Coordinators. All documents, including progress and technical reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent

Order, shall be delivered in accordance with paragraph VI(E) above.

B. EPA and Respondents may change their respective Project Coordinators. Such a change shall be accomplished by notifying the other party in writing at least one week prior to the change.

C. Consistent with the provisions of this Consent Order, the EPA Project Coordinator shall also have the authority vested in the On-Scene-Coordinator ("OSC") by the NCP, unless EPA designates separate individual as OSC, who shall then have such authority.

D. The absence of the EPA Project Coordinator or OSC from the Site shall not be cause for the stoppage of work.

VIII. SITE ACCESS

A. To the extent that Respondents require access to land other than land they own, Respondents will use their best efforts to obtain access agreements on reasonable terms from the present owners or lessees within 60 days of the effective date of this Consent Order. Such agreements shall provide reasonable access for EPA, its contractors and oversight officials, the state and its contractors, and Respondents or its authorized representatives. Use of best efforts shall not require Respondents to unreasonably indemnify or to unreasonably compensate others. In the event that Respondents are not able to obtain site access to property owned or controlled by persons or entities other than Respondents, Respondents shall notify EPA promptly regarding both the lack of, and efforts to obtain, such

access. In such event EPA shall promptly consider the exercise of its authority to obtain such access.

B. Respondents shall provide EPA with assurance of continued access and continuous implementation of this Consent Order at any location where field work is occurring or will be occurring pursuant to the SOW. Such access and continuous implementation is to continue in the event that any interest in the property at any such location is transferred.

C. Respondents shall permit EPA, or its authorized representatives, to have reasonable access at all reasonable times to areas of the Site where field activities are being conducted pursuant to the RI/FS SOW, to monitor any activity conducted pursuant to the RI/FS SOW and to conduct such tests or investigations as EPA deems necessary. Nothing in this Consent Order shall be deemed a limit upon EPA's authority under federal law to gain access to the Site. Nothing in this Consent Order shall require any Respondent to violate any requirement of federal law regarding security, secrecy or confidentiality. While on site, EPA representatives shall comply with site-specific security procedures and health and safety requirements.

IX. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

A. As specified in their Data Management Plan, prepared pursuant to the SOW, Respondents shall maintain custody of all information and data relied upon or referenced in the RI/FS and any deliverable. Upon request by EPA, Respondents shall provide such information and data to EPA.

B. At the request of EPA, Respondents shall provide split or duplicate samples to EPA and/or its authorized representatives of any samples collected by Respondents as part of the RI/FS SOW. Respondents shall notify EPA of any planned sample collection activity in the preceding monthly report.

C. Respondents shall use quality assurance, quality control, and chain of custody procedures described in the "EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, EPA-330/978-001-R and "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980, QAMS- 005/80, and any EPA updates or revisions to these guidances, while conducting all sample collection and analysis activities required by the Consent Order. Respondents shall consult with EPA in planning for and prior to, all sampling and analysis as detailed in the RI/FS SOW. To provide quality assurance and maintain quality control, Respondents shall:

1. Use a laboratory which has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

2. Ensure that EPA personnel and/or EPA authorized representatives are allowed access to the laboratory and personnel utilized by Respondents for analysis.

3. Ensure that the laboratory used by Respondents for analysis, performs according to a method or methods deemed satisfactory to EPA and submits all protocols to be used for analysis to EPA at least 10 days before beginning analysis.

D. Respondents shall permit EPA and/or its authorized representative to inspect and copy all non-privileged (i.e., outside the scope of privileges stated in Subsection F) records, documents, and other writings, including all sampling and monitoring data, that in any relevant way concern soil, ground water, surface water or air contamination at the site. Nothing in this Consent Order shall be interpreted as limiting EPA's inspection authority under federal law or as waiving any claim of privilege or confidentiality that Respondents may have.

E. Respondents may assert a confidentiality claim, covering part or all of the information requested by this Consent Order pursuant to 40 C.F.R. S 2.203(b). Analytical data and data covered by Section 104(e)(7)(F) of CERCLA (42 U.S.C. § 9604(e)(7)(F) shall not be claimed as confidential by Respondents and shall be provided to EPA by Respondents. Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to Respondents.

F. Respondents are not obligated to provide EPA with any document or information subject to privileges of attorney-client communication, attorney work-product and/or joint defense.

G. If, at any time during the RI/FS process, Respondents become aware of the need for additional data beyond the scope of the RI/FS SOW, Respondents shall have an affirmative obligation

to submit to the EPA Project Coordinator within 20 days a memorandum documenting the need for additional data.

H. All data, factual information, and documents submitted by Respondents to EPA pursuant to this Consent Order shall be subject to public inspection, except such as may be determined to be confidential pursuant to Subsection E.

I. EPA shall, upon request, permit Respondents to inspect and to copy all data, records and documents in any form that are in EPA's possession or control, or that are available to EPA, which are in the following categories: reports of releases, sampling and analysis, groundwater modeling, pathways of exposure, any databases relating to these categories and any other information relevant to the PVOU RI/FS. Data, records and documents subject to this Subsection shall not include any that are exempt from disclosure under the Freedom of Information Act or subject to privileges of attorney-client communication or attorney work-product. Respondents shall pay EPA's normal charges for copying or provide their own copying equipment.

X. RECORD PRESERVATION

Respondents agree that they shall preserve, during the pendency of this Consent Order and for a minimum of six (6) years after the completion of the work and termination of the Consent Order, a central depository of the records and documents required to be prepared under the RI/FS SOW. After this six (6) year period, Respondents shall notify EPA at least 30 days before the documents are scheduled to be destroyed. If EPA requests that the documents should be saved, Respondents shall, at no cost to

EPA, provide EPA with the documents or copies of the documents. To the extent approved by EPA as part of the Data Management Plan or an amendment thereto, Respondents may convert any record or document to an electronic data storage format acceptable to EPA, offer the original unconverted document to EPA and, if EPA does not accept such original within thirty (30) days, discard such original.

XI. DISPUTE RESOLUTION

A. If Respondents object to any EPA decision under Subsections B or C of this Section, Respondents shall notify EPA in writing of their objections within seven (7) calendar days of receipt of the decision. EPA and Respondents will then have an additional seven (7) calendar days from receipt by EPA of the notification of objection to reach agreement. At the end of the seven (7) day discussion period if EPA and Respondents have not agreed, EPA and Respondents shall both provide a written statement of their position to each other and to the "Director" who shall be:

1) in the case of decisions specified in Subsection B, Director, Waste Management Division, Region IX, EPA; and,

2) in the case of decisions specified in Subsection C, the Deputy Director, for Superfund, of the Waste Management Division, Region IX, EPA.

Within fourteen (14) days thereafter, the Director shall issue a written decision responding to each relevant issue raised by the parties. Use of the dispute resolution provision will not relieve Respondents' duty to complete other tasks in a timely

manner in accordance with the schedule. This dispute resolution provision or EPA's decision pursuant to this provision does not grant or imply jurisdiction to any court to review EPA's decisions pursuant to this Consent Order. Upon the final decision of the Director, Respondents shall implement the Director's decision. The terms of the RI/FS SOW as written and attached hereto may not be altered through Dispute Resolution, except as provided in Subsection D of Section VI and in Section XX, but disagreements over interpretation of any of its terms may be submitted to Dispute Resolution. In the event that the applicability or appropriateness of following any Guidance is submitted to Dispute Resolution procedures, such Guidance shall be followed, upon the conclusion of Dispute Resolution, to the extent determined pursuant to Dispute Resolution.

B. Decisions of EPA under the following provisions of this Consent Order shall be subject to Dispute Resolution under this Subsection:

Section VI.A (work to be performed)

Section VI.B (disapproval of deliverables)

Section VI.D (additional work);

Section XX.D (modification);

Section XXV. (termination and satisfaction);

An EPA determination of a violation of this Consent Order associated with the Sections enumerated in this Subsection.

C. Decisions of EPA under the following provisions of this Consent Order shall be subject to Dispute Resolution under this Subsection:

Section VI.F (disapproval of contractor)

Section VIII.A (site access)

Section XIII (force majeure)

Statement of Work (unless subject to Subsection B)

An EPA determination of a violation of this Consent Order not subject to Subsection B of this Section.

XII. STIPULATED PENALTIES

A. Except with respect to any extensions allowed by EPA in writing, or excused by the provisions of Section XIII (Force Majeure), for each day after receiving a written notice from EPA invoking this Section in which Respondents fail to submit a satisfactory deliverable listed in Section VI.A.1.b-m pursuant to schedule, Respondents agree to pay the following stipulated penalties per day per violation of this Consent Order: 1) days 1-5, \$750; 2) days 6-15, \$1,500; 3) days 16-30, \$5,000; 4) thereafter, \$10,000.

B. Except with respect to any extensions allowed by EPA in writing, or excused by the provisions of Section XIII (Force Majeure), for each day after receiving a written notice from EPA invoking this Section in which Respondents fail to submit a satisfactory deliverable listed in Section VI.A.1.a pursuant to schedule or otherwise fail to perform any task (excluding the submission of deliverables subject to Subsection A of this Section; and also excluding the undertakings set forth in

Sections XVIII, XIX and in this Section XII) in accordance with the requirements of this Consent Order, Respondents agree to pay the following stipulated penalties per day per violation of this Consent Order: (1) days 1-5, \$250; 2) days 6-15, \$500; (3) days 16-30, \$1,000; (3) thereafter, \$2,000.

C. Except with respect to any extensions allowed by EPA in writing, or excused by the provisions of Section XIII (Force Majeure), for each day, prior to receiving a written notice from EPA invoking this Section and prior to EPA having knowledge of the failure, in which Respondents fail to perform any task (excluding the submission of deliverables subject to Subsection A of this Section; and also excluding the undertakings set forth in Sections XVIII, XIX and in this Section XII) in accordance with the requirements of this Consent Order, Respondents agree to pay the following stipulated penalties per day per violation of this Consent Order: (1) days 1-5, \$250; 2) days 6-15, \$500; (3) days 16-30, \$1,000; (3) thereafter, \$2,000.

D. Penalties shall cease to accrue upon the submission of the deliverable in question in satisfactory form or upon the subsequent performance of the task in question in accordance with applicable requirements.

E. The stated amount of these penalties are not subject to Dispute Resolution (Section XI). Dispute Resolution shall not stay the accrual of these stipulated penalties, but resolution of any dispute in favor of Respondents shall vacate any accrued penalties.

F. Respondents' payment of accrued stipulated penalties shall be due upon written demand by the Director, Hazardous Waste Management Division, U.S. EPA, Region 9, by certified check made payable to the United States Treasury and addressed to:

U.S. Environmental Protection Agency
Region 9, Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

Respondents shall send a cover letter with any check and the letter shall identify the Site by name and make reference to this Consent Order. Respondents shall send simultaneously to the EPA Project Coordinator a notification of any penalty paid, including photocopy of the check.

G. Respondents are jointly and severally liable for the payment of stipulated penalties accruing under this Section.

H. This Section shall not be deemed part of the Order issued under Section 106 of CERCLA contained in this Administrative Consent Order but shall be a legally binding agreement between the parties.

XIII. FORCE MAJEURE

A. If an event or condition occurs or exists which causes delay in the achievement of the requirements of this Consent Order, Respondents shall have the burden of proving that the delay was caused by circumstances beyond the control of Respondents, their contractors, and agents and that cannot be overcome by their due diligence. In the event of a force majeure, the time for performance of the activity delayed by the force majeure shall be extended for the time period of the delay

attributable to the force majeure. The time for performance of any activity dependent on the delayed activity shall be similarly extended, except to the extent that the dependent activity can be implemented in a shorter time. EPA shall determine whether subsequent requirements are to be delayed and the time period granted for any delay. Respondents shall adopt all reasonable measures to avoid or minimize any delay caused by a force majeure.

B. When an event or condition occurs or has occurred or exists that may delay or prevent the performance of any obligation under this Consent Order, which Respondents believe are due to force majeure, Respondents shall notify by telephone the EPA Project Coordinator, or, in his/her absence, the Director of the Hazardous Waste Management Division of EPA, Region 9, within two days after Respondents first knew or should have known of such event or condition. Oral notification shall be followed by written notification, made within five (5) business days of when Respondents knew or should have known of the event causing the delay or anticipated delay. The written notification shall fully describe: the reasons for the delay; the reasons the delay is entirely beyond the control of Respondents, their contractors, and agents; the anticipated duration of the delay; actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to mitigate the effect of the delay; and any aspects of the event which may cause or contribute to an endangerment to public health, welfare, or the environment.

C. Failure of Respondents to comply with the force majeure notice requirements will be deemed an automatic forfeiture of its right to request a delay.

D. If EPA and Respondents cannot agree that any delay in compliance with the requirements of this Consent Order has been or will be caused by the circumstances beyond the control of Respondents, their contractors, and agents, or on the duration of any delay necessitated by a force majeure event, the dispute shall be resolved according to the Dispute Resolution provisions in Section XI. Respondents shall have the burden of proving: that the delay was caused by circumstances beyond the control of Respondents, their contractors, and agents; that reasonable measures were taken to avoid or minimize delay; and the necessity of the duration of the delay.

XIV. RESERVATION OF RIGHTS

Notwithstanding compliance with the terms of this Consent Order, including the completion of an EPA approved Remedial Investigation and Feasibility Study, Respondents are not released from liability, if any, for any claims or actions beyond the terms of this Consent Order taken by EPA respecting the Site. EPA reserves the right to take any enforcement action pursuant to CERCLA and/or any other legal authority, including but not limited to the right to seek response costs, injunctive relief, and monetary penalties (except with respect to matters covered by the stipulated penalties provision of this agreement as to which such penalties have been paid), and punitive damages for any violation of law or this Consent Order. Respondents and EPA

expressly reserve all rights and defenses that they may have to any such claims or actions.

XV. REIMBURSEMENT OF OVERSIGHT COSTS

EPA will submit to Respondents documentation for all oversight costs incurred by EPA that are not inconsistent with the National Contingency Plan associated with the implementation of this Consent Order. Annually if possible, EPA shall submit to Respondents documentation for all oversight costs incurred by the U.S. Government with respect to this Consent Order. EPA's Cost Document Management System reports shall serve as the documentation for payment demands. Respondents shall, within 30 calendar days of receipt of each accounting, remit a check for the amount of those costs made payable to the Hazardous Substance Response Trust Fund. Checks should specifically reference the identity of the site and addressed to:

U.S. Environmental Protection Agency
Region 9, Attn: Superfund Accounting
P.O. Box 360863H
Pittsburgh, PA 15251

A copy of the transmittal letter shall be sent simultaneously to the EPA Project Coordinator. EPA reserves the right to bring an action against Respondents pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of all response and oversight costs incurred by the United States related to this Consent Order and not reimbursed by Respondents as well as any other unreimbursed past and future costs incurred by the United States in connection with response activities conducted pursuant to CERCLA at this site.

XVI. OTHER CLAIMS

A. This Consent Order does not release Respondents from any claim, cause of action or demand in law or equity by the United States except claims for civil penalties and oversight costs paid as specified herein.

B. In entering into this Consent Order, Respondents waive any right to seek reimbursement or present any claim under Sections 106, 111, or 112 of CERCLA, 42 U.S.C. 9606, 9611, or 9612, for any work performed pursuant to this Consent Order and any modifications thereto.

C. Respondents shall bear its own attorneys fees and costs with respect to all matters associated with this Consent Order.

XVII. APPLICABLE LAWS

Respondents shall undertake all actions required by this Consent Order in accordance with the requirements of all applicable local, state, and federal laws and regulations unless an exemption from such requirements is specifically provided in this Consent Order.

XVIII. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

Respondents agree to indemnify and hold the United States Government, its agencies, departments, agents, contractors, and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondents, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Consent Order. EPA is not a party in any contract involving the Respondents at the Site. This Section shall not be deemed part of the Order

issued under Section 106 of CERCLA contained in this Administrative Consent Order but shall be a legally binding agreement between the parties.

XIX. COMMUNITY RELATIONS/PUBLIC COMMENT

EPA will implement a Community Relations Program in accordance with Agency policies, guidance documents, and public comment policy. Respondents shall participate in the community relations activities when deemed appropriate by EPA. This Section shall not be deemed part of the Order issued under Section 106 of CERCLA contained in this Administrative Consent Order but shall be a legally binding agreement between the parties.

XX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

- A. This Order is effective on the date signed by EPA.
- B. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specification, schedules, and any other writing submitted by Respondents will be construed as relieving Respondents of their obligation to obtain such formal approval as may be required by this Consent Order.
- C. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order.
- D. The parties, by agreement, may modify this Consent Order, the RI/FS SOW and any schedule, work plan or report hereunder. Respondents may, for cause, request a modification of

any schedule established pursuant to this Consent Order and EPA shall not unreasonably withhold approval for such modifications.

XXI. CONTRIBUTION PROTECTION

A. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the Respondents are entitled to such protection from contribution actions or claims as is provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2). In consideration of the undertakings made by Respondents herein, Respondents shall be protected to the fullest extent allowed by law from claims by other persons for response costs, damages or contributions relating to the conduct of an RI/FS or portion thereof for the Site. Nothing in this Paragraph shall affect the rights of Respondents to seek contribution from other Respondents; this reservation of rights shall not affect Respondents' joint and several obligations to the United States under this Consent Order.

B. The Respondents agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Order they will notify the United States in writing no later than 30 days prior to the initiation of such suit or claim.

C. The Respondents also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Order they will notify the United States in writing within 14 business days of service of the complaint on them. In addition, Respondents shall notify the United States within 14 business days of service or receipt of any Motion for

Summary Judgment and within 14 business days of receipt of any order from a court setting a case for trial.

XXII. COUNTERPARTS

This Consent Order may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

XXIII. PARTIES BOUND

This Consent Order shall apply to and be binding upon Respondents and EPA, their agents, successors, and assignees. No change in ownership or corporate or partnership status will alter Respondents' obligations under this Consent Order. The signatories to this Consent Decree certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. Respondents shall provide a copy of this Consent Order to all contractors, sub-contractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this Consent Order within 14 calendar days of the effective date of this Consent Order or date of such retention. Respondents shall provide a copy of this Consent Order to any subsequent owner(s) or successor(s) before the time ownership rights are transferred.

XXIV. NOTICE TO THE STATE

EPA is notifying the State of California pursuant to the requirements of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), by providing the State a copy of this Consent Order and the SOW.

XXV. TERMINATION AND SATISFACTION

The provisions of the Consent Order shall be deemed satisfied upon Respondents' request for and receipt of written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that all of the terms of this Consent Order, including any additional tasks pursuant to Section VI.D , have been completed.

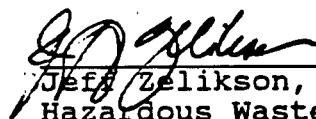
XXVI. INTERPRETATION

This Administrative Consent Order shall be construed as follows. It shall be construed so as to require Respondents in all respects to act consistently with the National Contingency Plan. In the event of a conflict between any provision of this Consent Order and the National Contingency plan, the National Contingency Plan shall control. In the event of a conflict between any provision of this Consent Order and the provisions of any document attached to this Consent Order or submitted or approved pursuant to this Consent Order, the provisions of this Consent Order shall control. The principles stated in this Section shall be applied in any Dispute Resolution under Section XI.

IT IS SO AGREED AND ORDERED:

FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

By:



Jeff Zelikson, Director,
Hazardous Waste Management Division
Region 9

Date: 9-30-93

FOR RESPONDENTS

By:

Signature

Earl L. Morris

Date: 9/28/93

Earl L. Morris

Signatory's Name

Chairman

Title

Acorn Engineering Company

Respondent's Name

Counsel for Respondent:

Name

Gene A. Lucero

Firm

Latham & Watkins

Address

633 West Fifth Street

Los Angeles, CA 90071-2007

City

State

Zip

(213) 891-8332

Telephone

FOR RESPONDENTS

By: Marshall A. Rutter

Date: Sept. 28, 1993

Signature
Marshall A. Rutter

Signatory's Name
Attorney

Title
The Adams-Campbell Company

Respondent's Name

Counsel for Respondent:

Marshall A. Rutter

Name

Rutter, O'Sullivan, Greene & Hobbs Incorporated

Firm

1900 Avenue of the Stars, Suite 2700

Address

Los Angeles, California 90067

(310) 286-1700

City

State

Zip

Telephone

34-1

FOR RESPONDENTS

By:


Signature

Date: September 29, 1993

W. Kenneth Lim, Jr.

Signatory's Name

Manager, Technical Services

Title

Aerosol Services Company, Inc.

Respondent's Name

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

34-2

FOR RESPONDENTS

By: Robert E. Galli
Signature
Robert E. Galli
Signatory's Name
Vice President and General Counsel
Title
BDP Company/Carrier Corporation
Respondent's Name

Date: September 29, 1993

Counsel for Respondent:

John P. Krill, Jr.
Name
Kirkpatrick & Lockhart
Firm
240 North Third Street
Address

Harrisburg PA 17101-1503
City State Zip
717-231-4505
Telephone

34-3

FOR RESPONDENTS

By: David Bonafede Date: 9-29-93
Signature
David Bonafede
Signatory's Name
Vice President
Title
California Hydroforming Co., Inc.
Respondent's Name

Counsel for Respondent:

Name
Firm
Address
City State Zip
Telephone

34-5

FOR RESPONDENTS

By:

Signature

Signatory's Name

Title

Respondent's Name

Date: 10-7-93

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

321-6

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:

Signature

Date: Oct 5, 1993

Signatory's Name

Title

Respondent's Name

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

347

FOR RESPONDENTS

By:

Date: September 29, 1993

Signature
Dexter L. Kenfield
Signatory's Name
Corporate Counsel
Title
Cleveland Pneumatic Company
Respondent's Name

Counsel for Respondent:
Richard S. Grant

Name
Zevnik, Horton, Guibord & McGovern

Firm
1999 Avenue of the Stars

Address
Suite 1050

Los Angeles	CA	90067
City	State	Zip
(310) 843-5200		

Telephone

34-8

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

x By: Thomas W. Blashill Date: 9/29/93
Signature
Signatory's Name Thomas W. Blashill
Title EXECUTIVE VICE PRESIDENT
Respondent's Name CHAMPION PAETS, INC.

Counsel for Respondent:

Name CHRISTOPHER W. ZIBART
Firm HOPKINS & SUTTER
Address THREE FIRST NATIONAL PLAZA
CHICAGO IL 60602
City State Zip
Telephone 312-558-6830
FAX: 312-558-7762

34-9

Fuente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:

Signature

Lawrence E. Thatcher

Signatory's Name

President

Title

Commerce Chemical Company

Respondent's Name

Date: September 29, 1993

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

34-10

FOR RESPONDENTS

By: Allen C. Sheals Date: 9-23-93
Signature
Allen C. Sheals
Signatory's Name
Vice President-Health, Safety Environmental Affairs
Title
The Dexter Corporation
Respondent's Name

Counsel for Respondent:

Name
John F. Cermak, Jr.
Firm
Rodi, Pollock, Pettker, Galbraith & Phillips
Address
801 South Grand Avenue, Suite 400
Los Angeles, California 90017
City State Zip
(213) 895-4900
Telephone

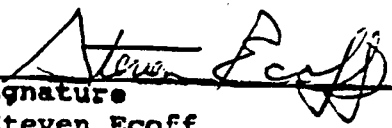
34-11

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:


 Signature
Steven Ecoff
 Signatory's Name
Trustee
 Title
Jack C. Ecoff Family Trust
 Respondent's Name

Date: 9-29-93

Counsel for Respondent:

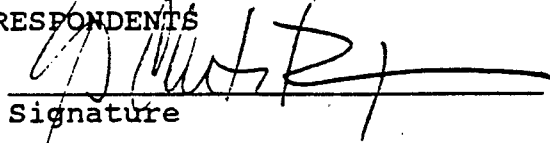
Todd O. Maiden, Esq.
 Name
Baker & McKenzie
 Firm
777 South Figueroa Street, 37th Floor
 Address

Los Angeles, California 90017
 City State Zip
(213) 892-7381
 Telephone

34-12

FOR RESPONDENTS

By:


Signature

Date: September 29, 1993

G. Christian Roux
Signatory's Name

Attorney-In-Fact
Title

Lawrence S. Gray, Jr. And L. S. Gray, Jr. Trust
Respondent's Name

Counsel for Respondent:

G. Christian Roux
Name

McClintock, Weston et al.
Firm

444 South Flower Street
Address

43rd Floor

Los Angeles, CA 90071
City State Zip

(213) 623-2322
Telephone

34-13

FOR RESPONDENTS

By:

X *Patrick Kelly*
Signature
PATRICK KELLY
Signatory's Name
President Partner
Title
General Investments Company
Respondent's Name

Date: X 9-29-93

Counsel for Respondent:

Name Joel S. Moskowitz
Firm Gibson, Dunn & Crutcher
Address 333 So. Grand Ave.
City Los Angeles CA 90071
State Zip
(213) 229-7673
Telephone

34-14

FOR RESPONDENTS

By:

Richard B. Crowell

Date: 9/30/93

Signature

Richard B. Crowell

Signatory's Name

Director, Environmental Assurance Department

Title

GNB Batteries, Inc. - GNB Battery Technologies

Respondent's Name

Counsel for Respondent:

Patrick Dennis

Name

McClintock, Weston, Benshoof, Rochefort, Rubalcava & MacCuish

Firm

444 South Flower Street - 5th Floor

Address

Los Angeles, CA 90071

City State Zip

213-623-2322

Telephone

34-15

FOR RESPONDENTS

By: *A. William Nosil* Date: 9/30/93
Signature
A. William Nosil
Signatory's Name
Corporate Environmental Engineering Manager
Title
Hexcel Corporation
Respondent's Name

Counsel for Respondent:

Glenn H. Lenzen, Jr.
Name
Hexcel Corporation
Firm
5794 West Positas Blvd.
Address
P.O. Box 8181
Pleasanton, CA 94588-8781
City State Zip
(510) 847-9500
Telephone

34-16

FOR RESPONDENTS

By:

C. Roy Herring

Date: SEPT 29, 1993

Signature

C. ROY HERRING

Signatory's Name

Title

C. ROY HERRING

Respondent's Name

Counsel for Respondent:

CHARLES H. POMEROY

Name

McKENNA & CUNEO

Firm

444 S FLORER ST

Address

LOS ANGELES, CA.

90071

City

State

Zip

213 243-6250

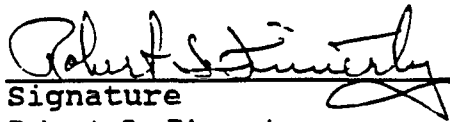
Telephone

FAX 213 243 6330

3417

FOR RESPONDENTS

By:



Date: September 29, 1993

Signature

Robert S. Finnerty

Signatory's Name

Vice President

Title

Hill Brothers Chemical Company

Respondent's Name

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

34-18

FOR RESPONDENTS

By: Marshall Bloom
Signature
MARSHALL BLOOM
Signatory's Name
President
Title
Hydrotech Chemical Corporation
Respondent's Name

Date: 9/30/93

Counsel for Respondent:

Name
Firm
Address
City State Zip
Telephone

34-19

SEP-29-93 11:42 FROM:

ID:

PAGE 2

FOR RESPONDENT LOIS KIPLING

By: Lois G. Kipling
SignatureDate: Sept 29 '93Lois Kipling
Signatory's NameIndividual
TitleLois Kipling
Respondent's Name

Counsel for Respondent:

Raymond C. Clayton
NameCohen, Alexander & ClaytonOne Boardwalk, Suite 102
AddressThousand Oaks, California 91320(805) 497-0802
Telephone

34-20

FOR RESPONDENTS

By:


Signature

Date: September 29, 1993

W. Kenneth Lim, Jr.

Signatory's Name
for the Respondents

Title

Walter K. Lim, Sylvia Lim, Howard Lim, Nancy N. Lim
Respondent's Name

Counsel for Respondent:

Name

Firm

Address

City


State

Zip

Telephone

34-21

FOR RESPONDENTS

By: 
Signature
JIM WILLIAMS
Signatory's Name
AGENT
Title
LANSKO DIE CASTING, INC.
Respondent's Name

Date: SEPT. 29, 1993

Counsel for Respondent:

CHARLES H. PEMERLY
Name
MS KENNA & CUNEO
Firm
444 S FLOWER ST.
Address

LOS ANGELES CALIF. 90071
City State Zip
213-243-6256 213-243-6330(FAX)
Telephone

34-22

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:

Christina Volk

Signature

Christina Volk

Signature's Name

Attorney for Luvu Leiken

Title

Luvu Leiken, Inc.

Respondent's Name

Counsel for Respondent:

Christina Volk

Name

McKenna + Lano

Firm

One Market Place

Address

San Francisco, CA

94105

City

415

State 261-4108

Zip

Telephone

34-23

Date: *Oct. 5, 1993*

Puente Valley RI/PS Administrative Consent Order

- 34 -

FOR RESPONDENTS *Macmont Corporation*

By:

Tim A. Groce
SignatureDate: *9/30/93**Tim A. Groce*
Signatory's Name*Secretary and Counsel*
Title*Macmont Corporation*
Respondent's Name

Counsel for Respondent:

Tim A. Groce Esq.
Name*Macmont Corporation*
Firm*One Wabash Place Box 3000*
Address*Columbus, IN 47202-3000*
City State Zip*212-319-3206*
Telephone

34-24

FOR RESPONDENTS

By:

Marshall A. Rutter

Date: Sept. 28, 1993

Signature

Marshall A. Rutter

Signatory's Name

Attorney

Title

MBH Investments

Respondent's Name

Counsel for Respondent:

Marshall A. Rutter

Name

Rutter, O'Sullivan, Greene & Hobbs Incorporated

Firm

1900 Avenue of the Stars, Suite 2700

Address

Los Angeles, California 90067

(310) 286-1700

City

State

Zip

Telephone

34-25

FOR RESPONDENTS

By:

Richard Mugica
Signature

Date: 9-28-93

RICHARD MUGICA

Signatory's Name

REPRESENTATIVE

Title

M-BRO CORP.

Respondent's Name

Counsel for Respondent:

WILL ADVISE

Name

Firm

Address

City

State

Zip

Telephone

34-26

FOR RESPONDENTS

By:

Richard Mugica

Date: 9-28-93

Signature

RICHARD MUGICA

Signatory's Name

PRESIDENT

Title

MUGICA FAMILY TRUST

Respondent's Name

Counsel for Respondent:

WILL ADVISE

Name

Firm

Address

City

State

Zip

Telephone

34-27

ATTORNEY WORK PRODUCT
PRIVILEGED AND CONFIDENTIAL

IT IS SO AGREED AND ORDERED:

FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

By:

Jeff Zelikson, Director,
Hazardous Waste Management Division
Region 9

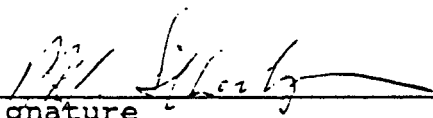
Date:

Mark Klaiman
Assistant Regional Counsel
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105
(415) 744-1374

Attorney for EPA

FOR RESPONDENTS

By:


Signature
Paul M. Silberbogen
Signatory's Name
Treasurer
Title
Oakite Products, Inc.
Respondent's Name

Date: 9/30/93

Counsel for Respondent:

Michael A. Monahan
Name
Gibson, Dunn & Crutcher
Firm
333 South Grand Avenue
Address
Los Angeles CA 90071
213-229-7814 (tele)

34-28

FOR RESPONDENTS

By: See signature block below Date: September 29, 1993
Signature
Signatory's Name
Title
Oltmans Investment Company/The Hannah Co./Moloney Investment Company
Respondent's Name

Counsel for Respondent:

Name
Steve Holzer, Esq.
Firm
Parker, Milliken, Clark, O'Hara & Samuelian
Address
333 South Hope Street, 27th Floor
Los Angeles, CA 90071-1488
City State Zip
(213) 683-6500
Telephone
Fax
(213) 683-6602

Oltmans Investment Company, a California limited partnership

By: [Signature]
J. O. Oltmans II, Managing General Partner

By: [Signature]
Basil C. Johnson, General Partner

The Hannah Co., a California general partnership

By: [Signature]
John F. Moloney, Trustee of the Marital Deduction Trust under the Moloney
Family Trust dated July 6, 1983

Moloney Investment Company, a California general partnership

By: [Signature]
John F. Moloney, Trustee of the Marital Deduction Trust under The Moloney
Family Trust dated July 6, 1983

34-29

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:

William J. Huff
Signature

Date: 9/30/93

William J. Huff
Signatory's Name

Project Manager
Title

Reuland Electric
Respondent's Name

Counsel for Respondent:

Eric Lindquist
Name

Pettit & Martin
Firm

355 S. Grand Ave.
Address

Thirty Third Floor
City

Los Angeles CA
State

90071
Zip

213-626-1717
Telephone

34-30

FOR RESPONDENTS RREEF WEST-VI, INC., a Delaware corporation
BY: RREEF MANAGEMENT COMPANY, a California corporation
Authorized Agent for RREEF WEST-VI, INC.

By:

Signature

GREG GILROY

Date:

September 30, 1993

Signatory's Name

DISTRICT MANAGER, RREEF MANAGEMENT COMPANY

Title

RREEF WEST-VI, INC., a Delaware corporation

Respondent's Name

Counsel for Respondent:

GENE LUCERO, ESQ.

Name

LATHAM & WATKINS

Firm

633 WEST FIFTH STREET, SUITE 4000

Address

LOS ANGELES

CA

90071-2007

City

State

Zip

(213) 485-1234

Telephone

34-31

FOR RESPONDENTS

By: Barry H. Braitman
Signature
Barry H. Braitman
Signatory's Name
General Counsel
Title
RREEF WEST VI, INC.
Respondent's Name

Date: September 29, 1993

Counsel for Respondent:

Gene A. Lucero
Name
Latham & Watkins
Firm
633 West Fifth Street, Suite 4000
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City State Zip
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34-32

FOR RESPONDENTS

By:

Signature

Vivianne Gorman

Signatory's Name

Senior Vice President, Chief Financial Officer

Title

Scout, Inc.

Respondent's Name

Date: Sept 30, 1993

Counsel for Respondent:

Name

Firm

Address

City

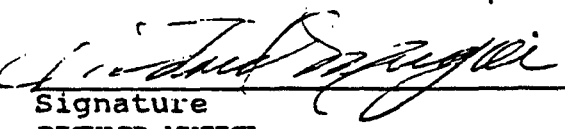
State

Zip

Telephone

34-33

FOR RESPONDENTS

By: 
Signature
RICHARD MUGICA
Signatory's Name
PRESIDENT
Title
SOLO ENTERPRISE CORP.
Respondent's Name

Date: 9-28-93

Counsel for Respondent:

WILL ADVISE
Name

Firm

Address

City State Zip

Telephone

34-34

FOR RESPONDENTS

By:


Signature

Masaaki Nishino

Signatory's Name

Secretary and Treasurer

Title

~~Somitec Prints of California, Inc.~~
Respondent's Name

Date: 9/29/93

Counsel for Respondent:

Name

Firm

Address

City

State

Zip

Telephone

34-35

Puente Valley RI/FS Administrative Consent Order

- 34 -

FOR RESPONDENTS

By:

Leslie CarothersDate: September 29, 1993SignatureLeslie CarothersSignatory's NameVice PresidentTitleHamilton Standard Controls, Inc. for Spectrol Electronics CorporationRespondent's Name

Counsel for Respondent:

NameAnthony B. BrazFirmc/o United TechnologiesAddressOne Financial PlazaHartford, CT 06101CityStateZip(203) 728-6428Telephone

34-36

FOR RESPONDENTS

By: C.A. Pulone Date: 9/29/93
Signature
CHRISTOPHER A. PULONE
Signatory's Name
J. P.
Title
SUNSET FIREPLACE FIXTURES INC.
Respondent's Name

Counsel for Respondent:

Name
Firm
Address
City State Zip
Telephone

34-37

FOR RESPONDENTS

By:

Signature

Edward C. Cardine

Signatory's Name

Vice President, Investor Relations & Risk Management

Title

Textron Inc.

Respondent's Name

Date: *9-30-93*

Counsel for Respondent:

Peter Simshauser

Name

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34-38

FOR RESPONDENTS

By:

James M. Boris

Date: 9-29-93

Signature

James M. Boris

Signatory's Name

President

Title

Trio Metal Stamping

Respondent's Name

Counsel for Respondent:

Todd O. Maiden, Esq.

Name

Baker * McKenzie

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State

Zip

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34-39

FOR RESPONDENTS

By: C. T. Harvie
Signature
C. T. Harvie
Signatory's Name
Assistant Secretary
Title
TRW Inc.
Respondent's Name

Date: September 29, 1993

Counsel for Respondent:

Robert M. Walter
Name
TRW Inc.
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1900 Richmond Road
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34-40

FOR RESPONDENTS

By: John Stanton Date: 9/29/93
Signature
JOHN D STANTON
Signatory's Name
DIRECTOR OF INDUSTRIAL RELATIONS
Title
UTILITY TRAILER MANUFACTURING CO.
Respondent's Name

Counsel for Respondent:

Name
Firm
Address
City State Zip
Telephone

34-44

FOR RESPONDENTS

By:

Signature

DONALD B. HORAN

Signatory's Name

VICE PRESIDENT

Title

MACKLANBURG-DUNCAN COMPANY OF CALIFORNIA, INC.

Respondent's Name

Date:

9/29/93

Counsel for Respondent:

BILL R. NAIFEH, ESQ.

Name

MCKINNEY, STRINGER & WEBSTER, P.C.

Firm

101 N. BROADWAY

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